

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CAMPUS STORES OF MASS., INC.,

Plaintiff,

v.

FOLLETT HIGHER EDUCATION GROUP,
INC.

Defendant.

C.A. No. 05 CV 11116 NG

**AFFIDAVIT OF ERIC A. CRESSMAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**

I, Eric A. Cressman, under oath hereby state as follows:

1. I am the President of Plaintiff, Campus Stores of Mass., Inc. ("Campus Stores").

I make this affidavit based upon my personal knowledge of the facts contained herein, and upon information and belief, which I believe to be true. I am submitting this affidavit in further support of Campus Stores' Motion for Preliminary Injunction.

2. I have carefully read and reviewed the Affidavit of Kenneth K. Quigley, Jr. submitted in support of Follett's Opposition to Campus Stores' Motion for Preliminary Injunction. I believe that several of the statements contained in Mr. Quigley's statements are untrue.

3. Most troubling to me are the following statements from paragraph 15 of Mr.

Quigley's Affidavit:

"Indeed, at no time after Curry terminated the Campus Stores contract on September 17, 2002, have I or any other representative of Curry solicited a proposal from Campus Stores for the operation of the Curry bookstore after May 31, 2005. Moreover, at no time after September 17, 2002, have I had any intention of continuing a relationship with Campus Stores beyond May 31, 2005."

4. Such statements are contradicted by Curry's actions and by its verbal and written representations to Campus Stores since September 2002.

5. In fact, the September 17, 2002 letter itself explicitly contradicts Mr. Quigley's statements in his affidavit. The letter states: *"The College believes it is good business for both the College and Campus Stores to enter into a new agreement, with updated terms mutually agreeable to both parties;"* and *"The College invites Campus Stores of Massachusetts, Inc. to propose a new agreement to the College, to begin June 1, 2003. Please forward your proposal to my attention as soon as possible."* Clearly, this letter constitutes: (1) a solicitation for a proposal from Campus Stores; and (2) evidence of Curry's intention to continue its relationship with Campus Stores beyond the term of the existing agreement, which both parties agreed terminated on May 31, 2005. A true and accurate copy of the September 17, 2002 letter is attached hereto at Tab A.

6. Upon receipt of this letter, I telephoned Richard Sullivan, Curry's Chief Financial Officer, who told me that "the current contract is old and moldy" and that Curry wanted to update the language. He went on to say that Campus Stores was "accommodating," that our company had a "constructive attitude" which he said was "encouraging."

7. Shortly after this conversation, on September 25, 2002, I sent a letter to Curry agreeing to "update certain parts of the existing contract" and that I would submit "a draft within a week or two." I stated that we accepted Curry's invitation for a new proposal from Campus Stores "to be mutually agreeable to both parties and to commence on June 1st of 2003, as you request." Curry never called or wrote in response to this letter to state that it was retracting its invitation or that it did not want to do business with Campus Stores beyond May 31, 2005. A true and accurate copy of this letter is attached hereto at **Tab B.**

8. On or about October 9, 2002, I provided Mr. Sullivan with a draft of the new proposed agreement with updated language and an increased commission and donation schedule. A true and accurate copy of my enclosure letter to Mr. Sullivan is attached hereto at **Tab C.**

9. Thereafter, on December 17, 2002, I met with Mr. Sullivan, and the Dean of Students, Mary Labidini, to review the terms of Campus Stores' proposal.

10. By letter dated February 3, 2003, President Quigley wrote to me to request a meeting "to discuss the relationship between Campus Stores of Mass., Inc. and Curry College for both this summer and for the longer term." A true and accurate copy of this letter is attached hereto at **Tab D.**

11. I met with President Quigley on February 10, 2003 to discuss our contract and moving forward. At this meeting, I advised President Quigley that Campus Stores had submitted an updated proposal/agreement to the College and had reviewed it with Mr. Sullivan and Dean Labidini some months prior. I explained that I was still waiting to hear a response. President Quigley asked for a copy of this proposal, which I had on hand. We discussed the proposed increase in our commission schedule as well as the \$10,000 donation. He told me that it was the CFO's responsibility to negotiate contracts.

12. On or about February 5, 2004, I discussed the status of the proposed contract with Mr. Sullivan. By this time, Curry had unveiled its plans for a fund-raising drive to build a new Student Center in connection with the College's 125th anniversary. I told Mr. Sullivan that we wanted to return to our discussion about the new agreement, particularly because we wanted to be part of the 125th anniversary celebration. Since a component of our offer was a financial donation to the college, and since Curry's fund-raising efforts had escalated, we believed it was an excellent opportunity to refocus and renew our contract discussions.

13. In response, Mr. Sullivan stated: "I thought we were all set with that." Although surprised at this statement, I interpreted his response to mean that he had approved of our prior proposal, but simply forgot to sign and return it to me. He then said he would pull his file and look into it and get back to me at some point. I waited five days and then tried to reach him by telephone to follow up. I left him voice messages on February 10, 12 and 19, to which he never responded. The lack of response did not strike me as too odd since I have historically had difficulty reaching Mr. Sullivan, who appeared to be an extremely busy person.

14. On February 20, 2004, I sent Mr. Sullivan a follow-up letter in which I mentioned that since I had been unable to reach him by phone I had "taken the liberty of sending you 2 signed copies of our proposed agreement to look over." A true and accurate copy of this letter is attached hereto at **Tab E**.

15. On or about February 24, 2004, I received a letter from President Quigley requesting that we consider donating \$5,125.00 to sponsor a golf tournament to benefit the

College. While Campus Stores had historically donated funds to this event, we never had been asked to give such a large donation. I considered the request to be a positive sign from Curry, since I did not believe Curry would have the audacity to ask us for such a large donation if it did not intend to go forward with us as its bookstore operator, or if it was not at least considering doing so. On March 16, 2004, I responded to President Quigley's donation request by agreeing to donate the \$5,125.00. True and accurate copies of these letters are attached hereto at **Tabs F and G**, respectively.

16. On March 26, 2004, I sent an e-mail to Mr. Sullivan updating him on a meeting we had with Paul McDonald, the coordinator of Curry's Worcester campus. In response, Mr. Sullivan sent an e-mail stating: "*Eric Thanks I will call you shortly re the contract, timing, etc... Thanks again, Rich.*" I interpreted that to mean that the College was still intending to respond to our proposal for a new contract. A true and accurate copy of this e-mail is attached hereto at **Tab H**.

17. On or about September 9, 2004, Mr. Sullivan contacted me to inform me that President Quigley had decided to do an RFP (Request For Proposal) later that fall in connection with Curry's future bookstore operations. I took notes by hand simultaneously with this conversation, and have attached them hereto at **Tab I**. Mr. Sullivan explained that Campus Stores was on the short list of participants and that the College was undertaking the RFP process with all of their contracts as part of its professional responsibility and due diligence as a non-profit organization. He said that Curry had no problems or issues with Campus Stores, who the school considered a key vendor. He added that Campus Stores' 25 years of service to Curry constituted a valuable track record.

18. On or about February 17, 2005, I received a letter, by fax at 3:09 pm, from President Quigley informing me of Curry's plans for construction of a new residence hall, scheduled for completion in August 2005. He explains that, upon completion in August 2005:

"the College Bookstore will be located in that facility for a period of time that could extend up to two years. We expect to commence renovation and expansion of the Student Center sometime between March '06 and September '06. Upon completion of the Student Center, the Bookstore would return to the Student Center."

A true and accurate copy of this letter is attached hereto at **Tab J**.

19. There would be absolutely no reason for President Quigley to have sent this letter to Campus Stores if, as Quigley swears in his affidavit, Curry had no intention at all to continue on with Campus Stores after May 31, 2005. If that was the case, Campus Stores' knowledge of the moves contemplated in this letter would be completely irrelevant. Clearly, as of February 2005, we had a reasonable expectation that Quigley and Curry were still very much considering a future with Campus Stores.

20. Curry's intention to proceed past May 31, 2005 with Campus Stores was further amplified by Quigley's concluding statement in this letter, in which he states: *"Eric, I'm certain that you'll be hearing from Bob O'Connell (head of building and grounds) and/or Sue Pennini (Dean of Strategic Planning) in connection with this move and the upcoming Cambridge College preparations. Best wishes for a terrific spring semester."* Again, there would be no cause for such certainty or for any such discussions if Campus Stores was not going to be with Curry after May 31, 2005.

21. At this point, we believed that the school had abandoned the RFP process and intended to proceed with Campus Stores. In response, I sent President Quigley a letter dated February 18, 2005 thanking him for the information and stating that "we look forward to working with Bob and Sue to coordinate the move and to make preparations for the upcoming Cambridge College session," which was not scheduled to begin until after May 31, 2005. A true and accurate copy of this letter is attached hereto at **Tab K**.

22. Believing that Curry shared our desire, intent and expectation that our relationship was going to continue beyond May 31, 2005, we took further steps to formalize the terms of the new engagement. By letter dated April 26, 2005, we hand-delivered a revamped offer to President Quigley, setting forth what we believed was a fair and generous offer. A true and accurate copy of this letter is attached hereto at **Tab L**.

23. On May 10, 2005, I spoke to Thomas Brodnicki, Curry's Vice President of Advancement and Development, to accept an invitation to Curry's annual President's Circle Donor Dinner, since we had donated over \$10,000 in the previous year. During this conversation, Brodnicki told me that President Quigley had shared our April 26, 2005 proposal with him and that our offer was generous. He added that we must be looking forward to moving into the new space. I mentioned that we had not heard anything from the President on our offer and Mr. Brodnicki said not to worry about it, that President Quigley is extremely busy at this time of year and he was sure he would get back to us as soon as he could.

24. Thereafter, on May 14, 2005, I attended this dinner with my wife, Joyce. President Quigley personally greeted us at the door and publicly recognized Campus Stores during his remarks at the reception. Curry presented me with an award and I posed for a picture

with President Quigley. At the end of the evening, President Quigley again personally thanked us for attending.

25. These events, coupled with a relationship spanning 26 years, led Campus Stores to believe that our contract would be renewed and that our prospects for a future as Curry College's bookstore operator were bright. Again, we did not think it possible that Curry would actually solicit our donations and publicly honor our loyalty, if it had no "intention of continuing the relationship with Campus Stores beyond May 31, 2005," as President Quigley swears in his affidavit submitted to the court.

26. Just four days later, on May 18, 2005, however, I received a faxed letter from President Quigley, stating for the first time that Curry would not be going forward with Campus Stores as its bookstore provider in favor of a "large national bookstore" chain. A true and accurate copy of this letter is attached hereto at **Tab M**.

27. After 26 years, Curry College provided us with eight business days of notice that it was terminating the relationship. Campus Stores viewed this entire time period from September 2002 through its receipt of President Quigley's May 18, 2005 letter as an extended period of negotiation. Although President Quigley now states that: "*at no time after September 17, 2002, have I had any intention of continuing a relationship with Campus Stores beyond May 31, 2005,*" his actions and Curry's representations reasonably led Campus Stores to arrive at a different conclusion and, at a minimum, call into question the veracity of Quigley's affidavit.

Sworn to under the penalties of perjury this 2nd day of June 2005.

/s/ Eric A. Cressman
Eric A. Cressman, President
Campus Stores of Mass., Inc.

EXHIBIT A



CURRY COLLEGE MILTON, MASSACHUSETTS 02186 TELEPHONE (617) 333-0500
FAX (617) 333-6860

September 17, 2002

CERTIFIED MAIL/R RETURN RECEIPT REQUESTED

Mr. Eric A. Cressman, President
Campus Stores of Mass. Inc.
County Crossing
645 County Street
Taunton, MA 02780

Dear Mr. Cressman:

As you know, the current agreement between the College and Campus Stores is quite outdated (having been drafted by Campus Stores back in 1989). The College believes it is good business for both the College and Campus Stores to enter into a new agreement, with updated terms mutually agreeable to both parties.

Therefore, this letter serves as formal written notification that Curry College intends to terminate its agreement with Campus Stores of Mass., Inc., effective on close of business May 31, 2003. Accordingly, Campus Stores of Mass., Inc. will no longer conduct its retail bookstore business on the College's premises after May 31, 2003 under the terms of the current agreement.

The College invites Campus Stores of Massachusetts, Inc. to propose a new agreement to the College, to begin June 1, 2003. Please forward your proposal to my attention as soon as possible.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in dark ink, appearing to read "R. Sullivan".

Richard F. Sullivan, Jr.
Chief Financial Office
Curry College

RFS/msa

cc: Ken Quigley ✓
Miriam McKendall

EXHIBIT B



CAMPUS STORES OF MASS., INC.

County Crossing

645 County Street, Taunton, MA 02780

TEL. 508-880-3070 • FAX. 508-880-3032

RECEIVED

SEP 30 2002

September 25, 2002

Mr. Richard F. Sullivan Jr.
Chief Financial Officer
Curry College
1071 Blue Hill Avenue
Milton, MA 02186

Dear Mr. Sullivan:

In reference to your September 17th letter, we agree that it may be desirable to update certain parts of the existing contract between Curry College and Campus Stores. As I mentioned in our telephone conversation late last week, I should be able to get back to you with a draft within a week or two.

Although we are willing to update and revise any necessary parts of the contract, I do need to be on record with the fact that we strongly maintain that our contract is valid through May 31, 2005. Therefore, we treat your notice dated September 17, 2002 as a notice of intention to terminate the current contract effective May 31, 2005, since under our agreement either party may give notice of its intention to terminate no later than six months prior to May 31st of any year.

Having said this, we accept the College's invitation to propose a new agreement. I am certain that we can update and revise the contract, including the considerations we outlined in our January 2001 proposal, to be mutually agreeable to both parties and to commence on June 1st of 2003, as you request.

I look forward to working with you on this matter in the very near future.

Sincerely,

Eric A. Cressman

Eric A. Cressman
President

EAC/mb

EXHIBIT C

EU 644360264 US

October 9, 2002

Mr. Richard F. Sullivan, Jr.
Chief Financial Officer
Curry College
1071 Blue Hill Avenue
Milton, MA 02186

Dear Mr. Sullivan:

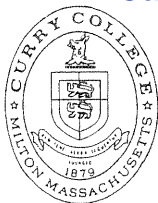
Please find enclosed a draft of our new proposal. As you requested, I have revised and updated the current contract to be more in keeping with current affairs. During our initial meeting, and since, we discussed some aspects that I hope I have adequately represented.

I look forward to meeting with you, at your convenience, to further discuss this proposed agreement.

Sincerely,

Eric A. Cressman
President

EXHIBIT D



CURRY COLLEGE

MILTON, MASSACHUSETTS 02186

TELEPHONE (617) 333-2236

FAX (617) 364-2310

www.curry.edu

Office of the President

Kenneth K. Quigley, Jr.

February 3, 2003

Mr. Eric A. Cressman
President
Campus Stores of MA
645 County Street
Taunton, MA 02780

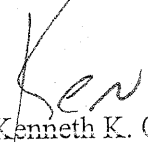
Dear Eric:

I am writing to you to request that we schedule a meeting in the very near term. I would like to discuss the relationship between Campus Stores of Mass, Inc. and Curry College for both this summer and for the longer term.

Are you available mid-morning on Monday, February 10. Please let me know.

Thank you very much.

Very truly yours,


Kenneth K. Quigley, Jr.

KKQ/amg

Via first class mail and fax – 508-880-3032

EXHIBIT E



CAMPUS STORES OF MASS., INC.

County Crossing

645 County Street, Taunton, MA 02780

TEL. 508-880-3070 • FAX. 508-880-3032

617-771-3900 CELL

617-333-2302

(DIANE)

February 20, 2004

Mr. Richard F. Sullivan, Jr.
Chief Financial Officer
Curry College
1071 Blue Hill Avenue
Milton, MA 02186

Dear Rich:

It was nice talking with you after our meeting with Judy Stoessel and Paul McDonald on the 5th. As I mentioned at that time, Tom Brodnicki had just recently paid me a visit and filled me in on Curry's upcoming 125th anniversary celebration and the plans for raising money for the new Student Center and we want to participate! However, I've tried to reach you by phone unsuccessfully on a few separate occasions since then.* I know our schedules sometimes make it difficult for us to make connection so I've taken the liberty of sending you 2 signed copies of our proposed agreement to look over.

I would be happy to answer any questions you may have regarding the agreement at any time or, if acceptable, you may send a signed copy back to me at your convenience.

Sincerely,

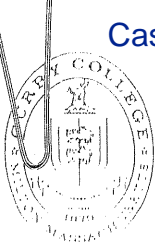
* 4/M 2/10 ; 2/12 WITH LNOA

2/19 VOICEMAIL

Eric A. Cressman
President

Encl.

EXHIBIT F



CURRY COLLEGE

MILTON, MASSACHUSETTS 02186

TELEPHONE (617) 333-2236

FAX (617) 364-2310

www.curry.edu

Office of the President

Kenneth K. Quigley, Jr.

February 24, 2004

Mr. Eric Cressman
President
Campus Stores of MA
645 County Street
Taunton, MA 02780

Dear Eric:

Curry College believes in excellence. Often I refer to a message solidly carved into granite near the front gate of the campus that simply reads "*Excellence in Education.*" While most people interpret that to mean Excellence in the Classroom through our talented faculty, and indeed it does, it means this and much more at Curry. Excellence at Curry extends to the beauty of our campus, the ongoing development of facilities in support of our students, the leadership of our Board of Trustees, the strong management of our senior staff, and a commitment by all to our important mission.

Excellence at Curry comes about by setting challenging goals, working hard to achieve them, celebrating success and moving on to the next level of challenge. In the spirit of achieving excellence, we are celebrating the success of the past eight golf tournaments hosted by our Board of Trustees by moving up to the next level. *This year, as Curry celebrates its 125th Anniversary, the Trustee's Golf Tournament will be played on Monday, October 4th at the beautiful Wollaston Golf Club in Milton.* We will be having a special guest host who will certainly both add to the event and provide for a more enjoyable time for you and your guests. I am personally committed to making this a fabulous event.

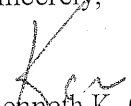
Needless to say, your support of Curry has played an important role in our success of recent years for which we are deeply grateful. Now we need to ask you to continue with us as we set out to meet new, more challenging goals for the Trustee's Golf Tournament. We are confident that, together, we will meet our goals and achieve yet another level of excellence at Curry in support of our students and our mission.

Within the next few days I will call you to ask you to be a Luncheon or Golf Cart Sponsor for this year's tournament. This sponsorship includes four golfers, four Curry polo golf shirts, a hole sponsor, signage as a lunch or golf cart sponsor and a full page in the program book. Importantly, it also helps to ensure the success of our tournament.

Mr. Eric Cressman
February 24, 2004
Page 2 of 2

This sponsorship is available in return for a \$5,125 contribution to Curry College. I know this is a lot of money, but believe that it is worth it. I look forward to speaking with you to say thank you for all you have done and ask for your continued participation this year.

Sincerely,


Kenneth K. Quigley, Jr.

Eric: Thank you for considering this.
-Ken

EXHIBIT G

March 16, 2004

Mr. Kenneth K. Quigley, Jr.
President
Curry College
1071 Blue Hill Avenue
Milton, MA 02186

Dear Ken:

Congratulations on Curry's 125th Anniversary! I am pleased, on behalf of Campus Stores, to accept your invitation to participate in the upcoming celebration of this special milestone at the Trustee's Golf Tournament. We would be happy to be a Golf Cart Sponsor for this year's tournament.

Recently, I had the pleasure of a visit here by Tom Brodnicki, in which he, also, mentioned that this year's upcoming tournament promises to be a fantastic event. Although a relatively new tradition, the Trustee's Golf Tournament becomes more and more successful with each successive year and it is our pleasure to pledge a sponsorship in honor of our commitment to and support of Curry College.

I would also like to take this opportunity to update you on the bookstore. We are currently coordinating schedules and the subsequent planning with Sue to move the bookstore. We are somewhat concerned as Cambridge College will be in attendance for a week later and fall semester begins a week earlier this year, leaving us two less weeks to set up for the fall semester. However, much of the physical plant prep work accomplished last year will not be necessary again. The team effort and support from Curry is much appreciated and we look forward to working with Sue, Bob, and Lee.

We are also in the process of upgrading our website, to increase the efficiency of textbook ordering and book buyback for Continuing Ed. off campus students. This will be up and running for the Summer I semester. Additionally, during the next couple of months, we will be including gift items and clothing on our website for Alumni, families and off campus students.

Again, congratulations on this year's 125th Anniversary for Curry College and personal congratulations to you, also, for Curry's ongoing success.

Sincerely,

Eric A. Cressman

EXHIBIT H

Eric Cressman

From: "Sullivan, Rich" <rsulliva@post03.curry.edu>
To: "Eric Cressman" <ecressma@suffolk.edu>
Cc: "Stoessel, Judith" <jstoesse0703@post03.curry.edu>; "Labadini, Mary" <mlabadin@post03.curry.edu>
Sent: Friday, March 26, 2004 1:33 PM
Subject: RE: Worcester CE

Eric

Thanks

I will call you shortly re the contract, timing, etc...

Thanks again,
Rich

-----Original Message-----

From: Eric Cressman [mailto:ecressma@suffolk.edu]
Sent: Friday, March 26, 2004 3:26 PM
To: rsullivan@curry.edu
Cc: jstoesse0703@curry.edu
Subject: Worcester CE

Hi Rich,

I just wanted to update you on the meeting Jeff Collins and I had yesterday with Paul McDonald and the representative from our new online partner out at the Worcester Campus.

We are proceeding along, as planned, to switch over to our new method of online order fulfillment for the upcoming Summer Session I semester. We discussed the importance of receiving book orders as early as possible and of how best to advertise this new and improved option for ordering books. Paul has agreed to include a brochure in the acknowledgement that he sends out to all students post-registration. This will definitely help to get the word out. Another method that we would like to employ is to send out e-mails advertising this new option and announcing when the books are available for students to order. He suggested that we run that by you for approval. What we would do is forward a customized e-mail to the school that could in turn be forwarded to all of the Worcester students. This way, we can be sure that every student knows how to get books and we can gently remind them not to wait until the last minute. Please let me know if you think this is possible.

I hope you have a good weekend and I'll keep you posted on further developments!

Sincerely,

Eric Cressman
Campus Stores of Mass., Inc.

3/26/04

EXHIBIT I

PHONE CALL FROM RICH SOLLIVAN - CFO

RICH. 9/9/04

RFP THIS FALL

SHORT LIST OF PARTICIPANTS

QUICKLEY IN CHARGE OF DRAFTING

+ DECISION

HAD TOLD RICH, WHEN HE STARTED,

THAT ALL CONTRACTS WOULD NEED

TO BE RFP'D + REVIEWED

HAVE ALREADY DONE THIS WITH ALL

OTHERS EXCEPT BOOKSTORE -

ACCOUNTING ETC.

" PROFESSIONAL RESPONSIBILITY AS A

NON-PROFIT ORGANIZATION - DUE DILIGENCE

NO PROBLEMS, NO ISSUES, KNOWS

WE ARE IN COMMUNICATION WITH

JUDY S. ETC. AS PROBLEMS ARISE,

CONSIDERED A KEY VENDOR. 25 YEARS,

TRACK RECORD VALUABLE. MOVES

CONSIDERED VERY ACCOMODATING ETC.

EXHIBIT J

**CURRY COLLEGE
PRESIDENT'S OFFICE
MILTON, MASSACHUSETTS 02186**

TELEPHONE NUMBER 617-333-2236
FAX NUMBER 617-364-2310

THIS IS A CONFIDENTIAL TRANSMISSION
PLEASE DELIVER THE FOLLOWING TO:

NAME: Mr. Eric A. Cressman

DATE: February 17, 2005 TIME: 3:00PM

FACSIMILE NUMBER: (508) 880-3032

FROM: KENNETH K. QUIGLEY, JR. (X) AMY GOLDBLATT ()

RE: Curry College Bookstore

NUMBER OF PAGES INCLUDING COVER SHEET: 3

IF YOU DO NOT RECEIVE ALL OF THE PAGES OR HAVE A PROBLEM WITH
THE TRANSMISISON, PLEASE CALL AMY GOLDBLATT AT THE ABOVE
NUMBER AS SOON AS POSSIBLE. THANK YOU.

URGENT _____ NOT URGENT _____

ADDITIONAL MEESAGE:

CONFIDENTIAL

2 2



CURRY COLLEGE

MILTON, MASSACHUSETTS 02186

TELEPHONE (617) 333-2236

FAX (617) 364-2310

www.curry.edu

Office of the President
Kenneth K. Quigley, Jr.

February 17, 2005

Mr. Eric A. Cressman
President
Campus Stores of MA
645 County Street
Taunton, MA 02780

RE: Curry College Bookstore

Dear Eric:

I hope that this correspondence finds you well.

I am writing to inform you that Curry College will be constructing a new residence hall commencing next month. When the residence hall is completed, contemplated for August, the College Bookstore will be located in that facility for a period of time that could extend up to two years. We expect to commence renovation and expansion of the Student Center sometime between March '06 and September '06. Upon completion of the Student Center, the Bookstore would return to the Student Center.

I have enclosed a copy of the community wide email that I am sending informing the community of this matter. Additional details are contained in the email.

Eric, I'm certain that you'll be hearing from Bob O'Connell and/or Sue Pennini in connection with this move and the upcoming Cambridge College preparations.

Best wishes for a terrific spring semester.

Sincerely,

A handwritten signature in dark ink, appearing to be "Ken", written over a horizontal line.

Kenneth K. Quigley, Jr.

KKQ/amg

Enclosure

Email to Faculty and Staff

RE: New Residence Hall

I am pleased to inform the Curry College Community that at the February 10 Meeting of the Board of Trustees, the Board voted unanimously to proceed with the construction of a new residence hall.

This residence hall is planned to be located at 886 Brush Hill Road. A portion of the residence hall will be located on the site currently occupied by 900 House, and 900 House will be razed to make way for the new residence hall. We are currently in the process of relocating the students who reside in 900 House.

Ultimately, the building is planned to ultimately accommodate approximately 170 beds. It will be constructed in the classic underclassmen style of center corridors and single and double rooms. The building will be clustered in pods of approximately 24 beds, giving the opportunity for the development of a sense of community and for special interest programming.

Initially, it is likely that the building will be a mixed use facility. One wing of the ground floor would be dedicated to two classrooms and the College Bookstore. This would allow us to expand dining into the space currently occupied by the Bookstore in the Drapkin Student Center. Upon completion of a new Student Center, the Bookstore would migrate back to the new Student Center. When additional classroom facilities are available, the classrooms would also migrate out, and 26 additional beds would be located in that wing.

Construction of the residence hall is scheduled to commence in March, with the residence hall ready for occupancy with our returning students in August.

I would also remind you that the College has made a determination that commencing with the Fall, 2005 semester, first year students will not be allowed to bring automobiles to Campus.

It is the outstanding results being achieved by our College – the discharge of our academic mission and the service that we render to our students and the community in so many ways – that makes the construction of this residence hall both necessary and appropriate. Curry College continues to be one of the “hottest small Colleges in New England”. This is a tribute to our mission and to our people. Each year our College increases in prominence, stature, prestige and service. Thank you for your efforts that are making this occur.

Ken Quigley

Expected Enrollments Compel New Residence Hall and Student Center Construction

Recognized as one of New England's hottest small colleges, enrollments at Curry have soared in recent years. Continued growth, as outlined in the Strategic Plan, would bring the number of Curry's traditional undergraduate students from its current population of 1,800 to the optimum 2,200 students. With the College operating at capacity, the need for additional residential and dining space is acute and the opportunity to create a premier student gathering space is timely.

BOARD APPROVES NEW RESIDENCE HALL CONSTRUCTION

The Curry College Board of Trustees, in a unanimous vote, approved the construction of a new residence hall to be located at 886 Brush Hill Road. A portion of the new residence hall will be located on the site currently occupied by 900 House, which will be razed.

The new facility will be constructed in the classic underclassmen style of center corridors and single and double rooms. The building will be clustered in pods of approximately 24 beds, giving the opportunity for the development of a sense of community and for special interest programming. It will accommodate approximately 170 students upon opening.

Construction of the new residence hall is scheduled to commence in March 2005, with the residence hall ready for occupancy in August 2005.

CURRY SOLICITS COMMUNITY FEEDBACK FOR NEW STUDENT CENTER PLANS

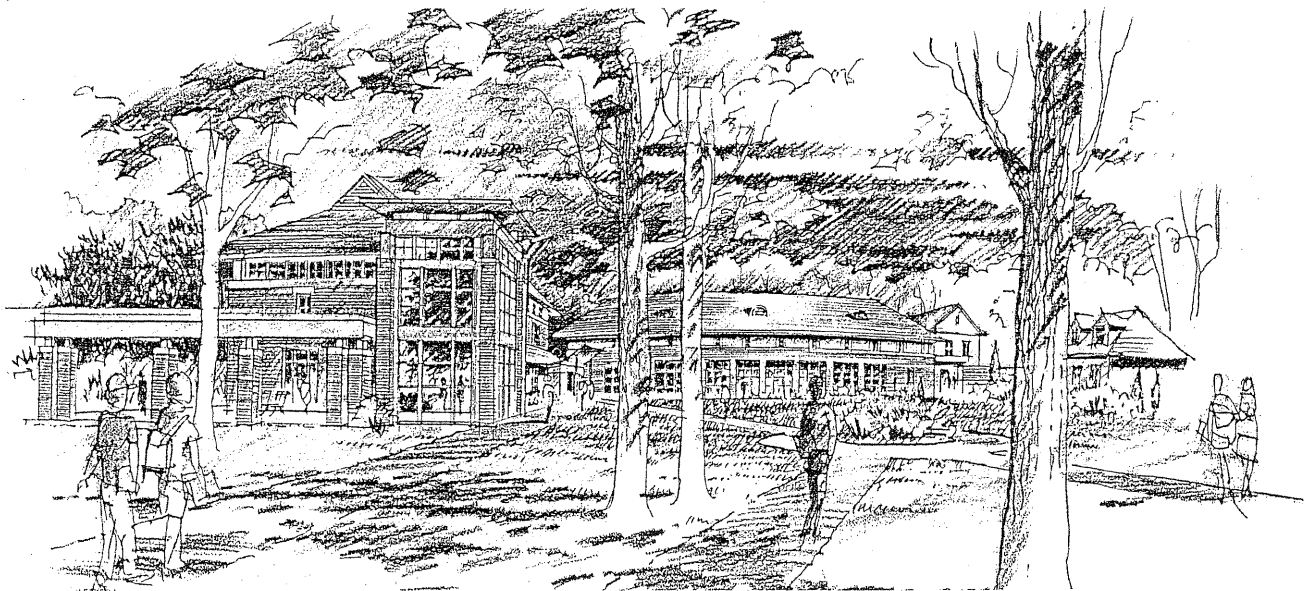
Significant steps are underway to create an attractive and highly competitive gathering space in the form of a new Student Center.

The College recently engaged the nationally renowned architectural firm CBT of Boston to create a conceptual plan that will allow us to construct a new Student Center, incorporating an approximately 60,000 square foot addition to the existing Drapkin Student Center, in five distinct phases.

Throughout the coming months, students, alumni, faculty, parents, staff, and friends will have opportunities to respond to conceptual plans and to offer ideas and recommendations for the new Student Center.

Regional steering committees designed to bring together key alumni, parents and friends in support of the new Student Center have begun to form. Trustee Mitchell Quain, along with alum David Hemenway '82 and Alex Mager '92 recently met with President Quigley and Vice President for Institutional Advancement Thomas Brodnicki to form a New York area regional committee.

For more information about how you can play a role in fundraising for the new Student Center, please contact Thomas Brodnicki at tbrodnic@curry.edu or call (617) 333-2929.



Architect's conceptual rendering of proposed Student Center

A WORD from the President

Curry College has become known as one of the "hottest small Colleges in New England." This is a tribute to our mission and to our people. Each year, our College increases in prominence and stature, prestige and service. Day by day, the members of our great community work as a team to take our shared mission and vision, and through strategic planning and practical implementation, make that vision reality.

Together, we have accomplished a great deal already in the 2004-2005 academic year.

In the fall semester, our College hosted a number of high caliber visiting speakers – including Pulitzer Prize-winning poet Franz Wright, novelist Sue Miller and civil rights leader Dr. Bernard Lafayette – and the Curry Colonels' Football Team became the Division III New England Football Conference Champions for a second year in a row.

At its December 7, 2004 meeting, the Massachusetts Board of Higher Education officially approved Curry College's Master of Business Administration (MBA) degree. The inaugural class will begin in Milton in Fall 2005, followed by classes in Plymouth and Worcester in Spring 2006.

Mastering the plan to implement the Curry MBA program is a significant achievement for our College. We are grateful to Deans David Fedo and Judy Stoessel, Professor Ernie Silver, and their colleagues who worked so hard through the extensive application and review process to achieve this wonderful outcome.

Over the Winter Intersession, Associate Professor Jerry Gibbs, Director of Television at the Hirsh Communication Center, aided by alums Mark Biase '83 and John Wolk '92 in Los Angeles, launched the latest communication course offering, *Hollywood Productions: UP CLOSE*. This new course evidences the type of continuous program enhancements that alumni and parent involvement, and philanthropy, make possible.

On February 9, 2005 the Curry faculty voted to approve a new undergraduate concentration and parallel continuing education certificate program in Residential Property Management (RPM).

Significant interest in this program has already been expressed by numerous local and regional leaders in the property management industry and we expect a wealth of new opportunities for our graduates.

During its February 10, 2005 meeting, the Curry College Board of Trustees unanimously voted to proceed with the construction of a new residence hall to be located at 886 Brush Hill Road, planned to accommodate approximately 170 students and open in Fall 2005.

It is the outstanding results being achieved by our College – the discharge of our academic mission and the service that we render to our students and the community in so many ways – that makes the construction of this residence hall, and the plans developing for a new Student Center both necessary and appropriate, as Curry continues to attract a growing population of new students.

We expect more good news to develop as this edition of Curry Magazine goes to press, and hope you will visit the Curry website often for the latest news and event information.

We're glad you are a part of our community during these exciting times at Curry College.

Sincerely,



Kenneth K. Quigley, Jr.
President



CURRY MAGAZINE Spring 2005

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Kenneth K. Quigley, Jr.

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February 18, 2005

Mr. Kenneth K. Quigley, Jr.
President
Curry College
1071 Blue Hill Avenue
Milton, MA 02186

RE: Curry College Bookstore

Dear Ken:

Thank you for the information concerning the construction of the new residence hall this summer and the renovation and expansion of the Student Center in 2006. Once again, Curry College is on the move and we appreciate you letting us know of these plans directly.

We look forward to working with Bob and Sue to coordinate the move and to make preparations for the upcoming Cambridge College session.

I hope you have a great semester and congratulations on Curry's new residence hall!

Sincerely,

A handwritten signature in cursive script, appearing to read "Eric".

Eric A. Cressman

EXHIBIT L



CAMPUS STORES OF MASS., INC.

County Crossing

645 County Street, Taunton, MA 02780

TEL. 508-880-3070 • FAX. 508-880-3032

April 26, 2005

Mr. Kenneth K. Quigley, Jr.
President
Curry College
1071 Blue Hill Avenue
Milton, MA 02186

Dear Ken:

I hope all is well with you as we draw near the end of the semester. I am writing this letter in response to your earlier communication concerning the welcome news that the new student center will soon become a reality for Curry College.

We want to assure you that, given the opportunity, Campus Stores is eager to provide Curry College with a state of the art bookstore in keeping with its location in the new student center. In the spirit of doing our part to help facilitate the construction of the new student center, we are prepared to make a lump sum capital donation of \$150,000 to the Call to Action campaign and pay 8.5% commission on net sales at the commencement of a new agreement. Campus Stores will continue to contribute to the annual golf tournament and to the unrestricted annual fund, as always. When the construction of the student center is complete, we are further prepared to spend up to \$100,000 to fixture the bookstore space and to implement a point of sale system. Along with the college, Campus Stores is looking forward to the future prospect of available and adequate bookstore space.

It is with much anticipation that we look forward to the opportunity to participate in this exciting new endeavor for Curry College. In view of the fact that our current agreement expires at the end of May, we would appreciate the chance to sit down with you and Rich to construct an agreement that makes sense to both parties. Please let me know what your thoughts are in this regard.

Sincerely,

Eric A. Cressman
President

EXHIBIT M

**CURRY COLLEGE
PRESIDENT'S OFFICE
MILTON, MASSACHUSETTS 02186**

TELEPHONE NUMBER 617-333-2236
FAX NUMBER 617-364-2310

THIS IS A CONFIDENTIAL TRANSMISSION
PLEASE DELIVER THE FOLLOWING TO:

NAME: Eric Cressman

DATE: _____ TIME: _____

FACSIMILE NUMBER: 508-860-3032

FROM: KENNETH K. QUIGLEY, JR. (X) AMY GOLDBLATT ()

RE: _____

NUMBER OF PAGES INCLUDING COVER SHEET: 2

IF YOU DO NOT RECEIVE ALL OF THE PAGES OR HAVE A PROBLEM WITH
THE TRANSMISSION, PLEASE CALL AMY GOLDBLATT AT THE ABOVE
NUMBER AS SOON AS POSSIBLE. THANK YOU.

URGENT _____ NOT URGENT _____

ADDITIONAL MESSAGE:

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CURRY COLLEGE

MILTON, MASSACHUSETTS 02186

TELEPHONE (617) 333-2236

FAX (617) 364-2310

www.curry.edu

Office of the President
Kenneth K. Quigley, Jr.

May 18, 2005

Mr. Eric A. Cressman
President
Campus Stores of MA
645 County Street
Taunton, MA 02780

Dear Eric:

Please let this letter serve as a response to your correspondence of April 16, 2005.

I am writing to confirm the correspondence sent to you by Curry College back in September of 2002 in which we informed you that we will not be going forward with Campus Stores as a bookstore provider for the College past the expiration of our current contract — May 31, 2005.

As you are aware, this decision was made over two and one half years ago, and has been the unchanged position of the College since the time. When the College provided its notice of termination to you in September of 2002, Campus Stores indicated that it was treating the termination date as effective May 31, 2005.

Curry has not changed its decision; the College has no intention to continue its relationship with Campus Stores beyond May 31, 2005.

Eric, we are looking to large national bookstore chains which we feel will best serve the needs of Curry, its students and its faculty and staff, and have already reached out to these chains. We believe such national chains are best positioned to provide the technology, training, resources, and customer service our students, faculty and college community demand and deserve. We have not been happy with Campus Stores' level and quality of service, its high rate of turnover (both on the employee and management level) and its overall performance.

As you are aware, Higher Education is a very competitive industry. The competition to attract and retain students is keen. We do not believe Campus Stores has met, nor will meet, the demands associated with this competitive industry. As a result, we made our decision and sent you our September 2002 correspondence to terminate the relationship at the earliest possible date.

Thank you both for your attention to this correspondence, as well as for Campus Bookstores efforts over the years.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Kenneth K. Quigley, Jr.".
Kenneth K. Quigley, Jr.